

Recording Requested By And  
When Recorded Mail To:

Seattle Public Utilities  
Real Property Services  
PO BOX 34018  
Seattle WA 98124-4018



### WATER SERVICE EASEMENT

Reference #s of Documents Released or Assigned: none  
Grantor:..... Seattle School District No. 1  
Grantee:..... City of Seattle  
Legal Description (abbreviated):..... Pt of SE ¼ Sec 20, T 24 N, R4 E, WM  
Assessor's Tax Parcel ID#:..... Pt of 7549802085  
RW 64-007

THIS EASEMENT granted this 7<sup>th</sup> day of February, 2008, by **Seattle School District No. 1**, a municipal corporation of the State of Washington, hereinafter called "Grantor," to **the CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting through and by Seattle Public Utilities, hereinafter called the "City," or "Grantee."

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to the City an easement for the purposes of installing and maintaining water service facilities including the necessary water lines and appurtenances (collectively, the "Water Service Facilities") over, under, through, across and upon the following described real property in Seattle, King County, Washington:

Legal Description for Water Service Easement Area  
As per attached Exhibit A

("Easement Area")

This easement shall include only such rights in the Easement Area as shall be necessary for the construction, reconstruction, inspection, alteration, operation, improvement, maintenance, repair and replacement of the Water Service Facilities, and access thereto.

8/29/2007 Form)

Page 1 of 3 pages

EXCISE TAX NOT REQUIRED

King Co/Records  
By Tiffany Frank Deputy

The City shall have the right without prior institution of any suit or proceeding at law, at such time as may be necessary, to enter upon the Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore.

Grantor hereby agrees that no buildings, other permanent structures, trees, fill or obstructions of any kind, shall be constructed, planted or permitted to remain within the boundaries of said Easement Area, other than those specifically included in the plan drawings approved by the City of Seattle Department of Planning and Development ("DPD") Building Permit Application No. 752794, dated 9/14/05, ("Plans") if any, without prior written permission of the Director of Seattle Public Utilities, or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Water Service Facilities now possessed by the Director of Seattle Public Utilities.

Grantor also hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults, poles or posts, whether public or private, other than those approved in the Plans, will be installed within five (5) horizontal feet of said Water Service Facilities. All utility crossings must maintain a minimum vertical clearance of twelve (12) inches from said Water Service Facilities, except for sewer facilities, which must maintain a minimum vertical clearance of eighteen (18) inches.

Grantor, its successors, assigns, lessees, sub-lessees, tenants, and sub-tenants, shall have the right to use the Easement Area in any way and for any other legal purpose that is not inconsistent with the rights herein granted to Grantee.

Grantor waives any present or future claim against the City relating to hazardous substances, pollutants, or contaminants within the Easement Area, and shall indemnify and defend the City from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from the City's operations. Notwithstanding the above, this limited waiver and indemnity is not intended to, and does not, release the City from any of its environmental obligations, including indemnity obligations, to Grantor that are memorialized in separate agreements between Grantor and the City with respect to the Seattle School District No. 1 property of which the Easement Area is a part.

The covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever.

Dated this 7<sup>th</sup> day of February, 2008

**SEATTLE SCHOOL DISTRICT NO. 1**

By: Ronald J. English  
Printed name RONALD J. ENGLISH  
Title Deputy General Counsel, Property Manager

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Ronald J. English is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Property Manager (title) of Seattle School District No. 1, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 7<sup>th</sup> day of Feb., 2008

Carole S. Rusimovic

Name (Print) Carole S. Rusimovic

NOTARY PUBLIC in and for the  
State of

Washington

residing at Auburn, WA

My appointment expires 3/19/08

EXHIBIT A

WATERLINE EASEMENT

AN EASEMENT 20 FEET WIDE FOR UTILITY PURPOSES OVER A PORTION OF THE REPLAT OF FRED E. SANDERS'S ACRE TRACTS TO GEORGETOWN, IN THE COUNTY OF KING, STATE OF WASHINGTON, AS PER THE PLAT RECORDED IN VOLUME 15 OF PLATS AT PAGE 78 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF 15TH AVENUE SOUTH AND SOUTH ORCAS STREET; THENCE ALONG THE CENTERLINE OF SAID 15TH AVENUE SOUTH S 01°25'11" W 101.66 FEET; THENCE N 88°34'49" W 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY MARGIN OF SAID 15TH AVENUE SOUTH, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N 88°34'49" W 34.55 FEET; THENCE N 47°49'09" W 67.00 FEET; THENCE N 70°19'22" W 61.65 FEET; THENCE N 78°44'49" W 18.02 FEET; THENCE S 79°33'06" W 26.21 FEET TO A POINT ON THE EXISTING EASEMENT RECORDED UNDER AUDITORS FILE NUMBER 7106220555, RECORDS OF KING COUNTY; THENCE FOLLOWING THE CENTERLINE OF SAID EASEMENT THROUGH THE FOLLOWING COURSES:

1-S 67°45'01" W 55.65 FEET;

2-S 74°39'11" W 50.09 FEET;

3-N 49°45'59" W 115.16 FEET;

4-N 70°35'51" W 19.52 FEET TO A POINT ON THE BOUNDARY OF SAID FRED E. SANDERS'S ACRE TRACTS AND THE END OF THIS EASEMENT. THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED AS NECESSARY TO COMMENCE ON SAID WESTERLY RIGHT OF WAY MARGIN OF 15TH AVENUE SOUTH AND TERMINATE ON THE AFOREMENTIONED BOUNDARY.

SAID EASEMENT CONTAINS 8,954.28 SQUARE FEET, MORE OR LESS.